

**CITY OF BRIGHTON, COLORADO  
REGULAR SESSION  
JUNE 3, 2014  
7:00 P.M.**

**\*THERE IS A 5-MINUTE  
LIMIT TO ADDRESS  
COUNCIL.**

**MAYOR  
MAYOR PRO-TEM  
  
COUNCIL MEMBERS**

- RICHARD N MCLEAN
- KIRBY WALLIN
- LYNN BACA
- REX BELL
- JW EDWARDS
- MARK HUMBERT
- JOAN KNISS
- KEN KREUTZER
- CYNTHIA A MARTINEZ

**1. CALL TO ORDER**

- A. Pledge of Allegiance to the American Flag.
- B. Roll Call.

**2. CONSENT AGENDA**

**3. APPROVAL OF REGULAR AGENDA (Council may take a short break between 8:30–9:00 p.m.)**

**4. CEREMONIES**

- A. Brighton Relay for Life Month Proclamation.
- B. Recognition of Eagle Scout Michael Dayin Haberkamp.

**5. PUBLIC INVITED TO BE HEARD ON MATTERS NOT ON THE AGENDA (Speakers limited to five minutes)**

**6. PUBLIC HEARINGS**

**7. ORDINANCES FOR FINAL CONSIDERATION**

**8. RESOLUTIONS**

- A. A Resolution of the City Council of the City of Brighton, Colorado Approving a Non-Exclusive “Right-of-Way Usage and License Agreement” by and Between the City and Key Sign Plazas, LLC., for the Installation, Maintenance and Operation of “Sign Kiosks” within the City; Setting Forth the Consideration and Term for such Agreement; Designating the ‘Licensed Areas’ for said Sign Kiosks; Authorizing the City Manager to Execute and Implement said Agreement; and Setting Forth Other Details Related Thereto.

**9. UTILITIES BUSINESS ITEMS**

**Ordinances**

**Resolutions**

**10. GENERAL BUSINESS**

**11. REPORTS**

- A. By the Mayor
- B. By Department Heads
- C. By the City Attorney
- D. By the City Manager

**12. REPORTS BY COUNCIL ON BOARDS & COMMISSIONS**

**13. EXECUTIVE SESSION**

For the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, Under C.R.S. Section 24-6-402(4)(e) Regarding Water Shares

**14. ADJOURNMENT**

**City Council  
Agenda Item  
4A**



# Proclamation

## Brighton Relay for Life Month

**WHEREAS**, The American Cancer Society estimates that 1.6 million people will be diagnosed with cancer in 2014, 23,000 of them in Colorado; and

**WHEREAS**, the American Cancer Society is working with local volunteers to save 400 more lives a day; and

**WHEREAS**, 13.7 million Americans are alive with cancer today, thanks in part to funds raised for the American Cancer Society; and

**WHEREAS**, Brighton will hold its 16<sup>th</sup> annual Relay for Life event on June 20, 2014; and

**WHEREAS**, Brighton's Relay for Life honors cancer survivors, supports cancer patients and their caregivers, and celebrates the memory of those we have lost to cancer; and

**WHEREAS**, more than 300 people will actively participate in Brighton's 16<sup>th</sup> Relay for Life event; and

**WHEREAS**, more than two dozen local businesses and organizations are sponsoring this annual event; and

**WHEREAS**, the fundraising goal of this event is to raise \$100,000 for the American Cancer Society.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Richard N. McLean, Mayor of the City of Brighton, on behalf of the City Council, do hereby proclaim the month of June, 2014, as Brighton Relay for Life Month, to recognize and honor the organizers, participants, sponsors, and supporters of this event for their efforts to bring Relay for Life to the Brighton community.

**DATED** this 3<sup>rd</sup> day of June, 2014.

CITY OF BRIGHTON

Richard N. McLean, Mayor  
Kirby Wallin, Mayor Pro-Tem  
Lynn Baca  
Rex Bell  
J.W. Edwards  
Mark Humbert  
Joan Kniss  
Ken Kreutzer  
Cynthia A. Martinez

ATTEST:

  
Natalie Hoel, City Clerk

**City Council  
Agenda Item  
8A**

## DEVELOPMENT DEPARTMENT

**To:** Mayor and City Council, Through City Manager, Manuel Esquibel

**Prepared By:** Marv Falconburg, A.I.C.P., Assistant City Manager for Development *MF*

**Requested Action:** Consideration of Resolution approving License Agreement for Key Sign Plaza Agreement.

**Requested Council Date:** June 3, 2014

### Statutory or Municipal Code Process Requirements (in order):

1. Consider a Resolution to approve a License Agreement.

### Review and Sign Off:

<input checked="" type="checkbox"/>	City Attorney, Margaret Brubaker
<input checked="" type="checkbox"/>	City Manager, Manuel Esquibel

## CITY OF BRIGHTON DEVELOPMENT MEMO

**TO:** Mayor and City Council, through City Manager, Manuel Esquibel

**FROM:** Marv Falconburg, AICP, Assistant City Manager for Development



**DATE:** May 22, 2014

**SUBJECT:** Development Sign Plazas – License Agreement

---

Attached you will find information regarding a proposed “Development Sign Plaza” program for your consideration. This program has been utilized successfully by several other cities including Aurora, Commerce City and Castle Rock. Under this program, multiple development sign kiosks will be installed throughout the city as directional signs.

These signs do not cost the city anything; in fact, we are paid an annual fee by the licensee who installs the signs. The purpose of the signs is to provide a more cohesive and visually pleasing orientation for development signs.

The proposed sign kiosks will match the recently installed “wayfinding” signs which have been installed in the downtown area. The signs would be installed within city right of way, but are erected and maintained by the licensee. The city retains ultimate control of the placement of the signs.

Staff has coordinated efforts of the Economic Development Corporation, Streets and Fleet, and Planning Division to come up with this cohesive sign kiosk plan. We believe that a well themed and managed sign program supports the goals and objectives of the city.

Please see the attached sign prototype design, proposed locations and draft license agreement.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO APPROVING A NON-EXCLUSIVE "RIGHT-OF-WAY USAGE AND LICENSE AGREEMENT" BY AND BETWEEN THE CITY AND KEY SIGN PLAZAS, LLC., FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF "SIGN KIOSKS" WITHIN THE CITY; SETTING FORTH THE CONSIDERATION AND TERM FOR SUCH AGREEMENT; DESIGNATING THE 'LICENSED AREAS' FOR SAID SIGN KIOSKS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND IMPLEMENT SAID AGREEMENT; AND SETTING FORTH OTHER DETAILS RELATED THERETO.**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Key Sign Plazas, LLC, a Colorado limited liability company, has proposed to install, construct, locate, repair, maintain and/or operate within select City street rights-of-way ("ROW"), certain off-site "sign kiosks" containing homebuilder and/or subdivision/community identification and directional information; and

**WHEREAS**, the City has agreed to grant to Key Sign Plazas, LLC a non-exclusive license to locate the 'sign kiosks' within the specified licensed areas, subject to certain terms and conditions; and

**WHEREAS**, the City and Key Sign Plazas, LLC have negotiated a Right of Way Usage and License Agreement to set forth their understandings and agreements regarding the Sign Kiosks project; and

**WHEREAS**, the City Council finds and determines that the terms of the Agreement are reasonable and the project will be a benefit to the citizens of Brighton.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO AS FOLLOWS:**

1. THE "Right of Way Usage and License Agreement", by and between the City of Brighton and Key Sign Plazas, LLC, a copy of which is attached hereto, is hereby approved.
2. The City Manager is authorized to execute said Agreement on behalf of the City.
3. The City Manager, or his designee, is authorized to undertake such tasks and execute said documents as may be necessary to implement and monitor said Agreement on behalf of the City.

**RESOLVED THIS 3<sup>rd</sup> DAY OF June, 2014.**

CITY OF BRIGHTON, COLORADO

\_\_\_\_\_  
Richard N. McLean, Mayor

ATTEST:

\_\_\_\_\_  
Natalie Hoel, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Margaret R. Brubaker, City Attorney



## RIGHT-OF-WAY USAGE AND LICENSE AGREEMENT

THIS RIGHT-OF-WAY USAGE AND LICENSE AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF BRIGHTON a Colorado home rule municipality whose address is 500 S. 4<sup>th</sup> Avenue, Brighton, CO. 80601 ("the City"), and KEY SIGN PLAZAS, LLC, a Colorado limited liability company whose principal business address is 6551 S. Revere Pkwy, Suite 265, Centennial, CO 80111 ("Licensee"), collectively the parties ("Parties").

WHEREAS, Licensee proposes to install, construct, locate, repair, maintain and/or operate within select City street rights-of-way ("ROW"), the locations of which are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Licensed Areas"), certain off-site "sign kiosks" containing homebuilder and/or subdivision/community identification and directional information as depicted on **Exhibit B** (the "Facilities"); and

WHEREAS, the City has agreed to grant to Licensee a license to locate the Facilities within the Licensed Areas, as depicted on **Exhibit C** (the Site Map") and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants herein provided and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF LICENSE; USE OF RIGHT-OF-WAY.

a. License Granted.

- (i) The City, without warranting title or interest and subject to the covenants set forth herein, hereby grants to Licensee the right to use the ROW for the construction, installation, operation, maintenance, inspection, repair and replacement of the Facilities (the "License"), including, but not limited to, the right of ingress and egress over, under and across the ROW for construction, installation, operation, maintenance, inspection, repair and replacement of the Facilities; provided, however, that Licensee shall not interfere with the public use of the ROW for its intended purpose, as may be more specifically set forth herein.
- (ii) In the event Licensee desires to locate additional Facilities not identified in Exhibit A within the Licensed Areas or add additional Licensed Areas, Licensee shall apply to the City for new sign locations. If the City agrees to allow additional Facilities or Licensed Areas, the parties shall amend Exhibit A accordingly. Licensee shall provide an amended Exhibit A and Exhibit C upon approval of each additional Facility, or Licensed Area. No such additional Facilities or Licensed Areas shall be installed, constructed or utilized until and unless such amendment has been fully executed.

b. Non-Exclusive Grant. Licensee's use of the ROW shall be non-exclusive.

- (i) In granting this License, the City reserves, unto itself and such others currently making use of the ROW, the right to continue to make full use of the ROW as may be necessary or convenient for the purposes granted to such users.
- (ii) The City further reserves, to itself and those who may in the future make use of the ROW, the right to make full use of the ROW as may be necessary or

convenient, so long as such future use does not unreasonably interfere with the License or Licensee's use of the ROW.

(iii) The City further retains all rights to operate, maintain, install, construct, reconstruct, repair, replace, enlarge, remove or relocate any structures, lines or public improvements located within the ROW at any time and in such manner as it deems necessary or convenient so long as such use is not inconsistent with and does not unreasonably interfere with this License or Licensee's use of the ROW, subject to the terms of this Agreement.

(iv) The City shall make reasonable efforts to prevent damage to the Facilities.

c. Utility Locates. Prior to the installation, maintenance, repair or replacement of any Facility, Licensee or its contractor(s) shall contact the Utility Notification Center of Colorado ("UNCC") and thereafter ensure that utility locations for the associated Licensed Area have been performed.

d. Relocation.

i. In the event the City determines in its reasonable discretion that the Facilities must be relocated as the result of a public project within or adjacent to the ROW, including any project required by the City for a public purpose, whether or not constructed, installed, maintained or funded by the City, the City shall provide to Licensee written notice thereof (the "Relocation Notice") not less than ninety (90) days prior to the date upon which any such relocation must be completed. Licensee shall cause the Facilities to be relocated, at no cost or expense to the City, not later than the date set in the Relocation Notice for completion thereof.

ii. Licensee may relocate the Facilities to a location as near as practical to the existing location. If relocated as set forth herein, the Facilities shall remain subject to the terms of this Agreement, and the Exhibits to this Agreement shall be amended to the extent necessary to address the new location.

## 2. CONSIDERATION.

a. License Fee – Initial Amount. In consideration of this Agreement, Licensee shall pay to the City an annual license fee (the "License Fee"), the initial amount of which shall be Two Thousand dollars (\$2,000.00) (the "Initial License Fee"). Licensee shall pay the Initial License Fee upon execution of this Agreement.

b. Annual Increases – Payment. The amount of the License Fee may increase on a yearly basis as set forth herein. Beginning January 2015, Licensee shall pay the License Fee to the City not later than January 10 of each year during the term of this Agreement, which License Fee may be increased, beginning January 2016, in accordance with the number of additional Facilities located within the Licensed Area during the preceding year in the amount of One Hundred dollars (\$100.00) per additional Facility.

c. Additional Facilities. In the event Licensee desires to locate additional Facilities within the Licensed Areas identified in Exhibit A and Exhibit C or increase the number or geographic area of the Licensed Areas, Licensee shall pay a one-time fee of One Hundred Dollars (\$100.00) per such addition.

- d. Other Fees and Charges Not Included in License Fee. The License Fee is exclusive of any other license fees, permit fees and taxes associated with the installation, maintenance or repair of the Facilities.

3. TERM; TERMINATION.

- a. Term. This Agreement and the License shall be deemed effective the day of mutual execution of the Agreement (the "Effective Date") and shall terminate at 12:00 a.m. on January 1, 2018 (the "Termination Date"); provided, however, that Licensee may, not less than sixty (60) days prior to the Termination Date, request in writing that the City extend the term of this Agreement one (1) additional year.
- b. Termination. Notwithstanding the foregoing, the City may terminate this Agreement in the event of any breach of a material term of this Agreement or in the event of Licensee's violation of any federal, state or local law, ordinance or regulation relating to the Facilities or the Licensed Areas.
- c. Remedies. Upon termination of this Agreement for any reason whatsoever, including breach hereof, Licensee shall remove the Facilities or relinquish to the City all right, title, interest and control in the Facilities, which shall be in reasonably good condition, all in the City's sole discretion. In the event Licensee fails to remove the Facilities at the City's demand, the City may remove Facilities at Licensee's expense. Any remedy set forth herein for breach of this Agreement or the License shall be in addition to any other remedy available to the City in law or equity.

4. INCORPORATION OF CITY CODE PROVISIONS; COMPLIANCE WITH APPLICABLE LAW.

- a. Licensee expressly agrees that it is subject to and shall comply with all terms, conditions and requirements of the Brighton Revised Municipal Code entitled "Work in the Public Rights-of-Way," which Article is incorporated into this Agreement as though fully set forth herein.
- b. Licensee further covenants and agrees that in exercising any of the rights granted hereunder, it shall comply with all other applicable federal, state and local laws, ordinances and regulations, including, but not limited to, the City's Land Development Code and pertinent Chapters of the Brighton Revised Municipal Code.

5. FACILITY CONSTRUCTION AND MAINTENANCE. Except as otherwise provided on Exhibit A and Exhibit B and subject to applicable City ordinances and regulations, Licensee, at no cost or expense to the City, shall be solely responsible for the construction and maintenance of the Facilities as set forth herein. To the extent the Licensed Area is damaged as a result of Licensee's use, Licensee shall, at no cost to the City, repair the damaged Licensed Area to essentially the same condition as the Licensed Area existed prior to such damage. Licensee shall further ensure that the Facilities remain in good condition throughout the term of this Agreement, normal wear and tear excepted. Consistent with Exhibit B, Licensee shall construct and maintain the Facilities and the area surrounding each Facility as follows:

- a. No Facility shall exceed thirteen feet (13') in height from the highpoint of the grade upon which the Facility is placed.
- b. Front and rear signage faces shall neither exceed thirty-two (32) square feet, eight feet (8') in height nor four feet (4') in width.

- c. Unless site configurations require otherwise due to site obstructions, Facilities shall be installed not less than three feet (3') from the back of sidewalk, or, if no sidewalk exists, five feet (5') from the back of curb, or, if no curb exists, ten feet (10') from the pavement edge.
  - d. The Facilities shall be maintained regularly including all painting and staining.
  - e. Damaged or vandalized Facilities shall be replaced or repaired within seven (7) calendar days.
  - f. All grass, weeds and brush shall be maintained in accordance with the Brighton Revised Municipal Code.
  - g. All Facilities shall be vertically plumb and not allowed to sink, settle or lean.
  - h. All Facilities shall display an identification tag measuring six inches (6") by six inches (6") containing the Facility's number, Licensee name and contact telephone number.
6. LICENSES AND PERMITS.
- a. Licenses. Licensee or its contractor shall obtain all licenses, including a City Contractor's license, required for the installation of the Facilities and pay all applicable City license fees.
  - b. Permits. Licensee shall obtain any and all permits required to enable Licensee to legally exercise its rights and obligations under this Agreement, including, but not limited to, the permit required pursuant to the Brighton Revised Municipal Code.
7. CONTROLLING TERMS. In the event of any conflict between the provisions of this Agreement and any Exhibits attached hereto, this Agreement shall prevail.
8. CHANGED CONDITIONS. Licensee has inspected the Licensed Areas and specifically waives any claims related to any unforeseen condition of the Licensed Areas, including, but not limited to, a physical condition of the Licensed Areas: (i) of an unusual nature; or (ii) resulting from any force majeure.
9. INDEMNIFICATION. Licensee shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Licensee or its employees, agents, contractors or other persons acting under Licensee's direction or control in the exercise of Licensee's rights and obligations under this Agreement. Licensee shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and contractors (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Licensee and/or its employees, agents or contractors or other persons acting under Licensee's direction or control in the exercise of Licensee's rights and obligations under this Agreement. The provisions set forth in this Section shall survive the satisfaction, expiration or termination of this Agreement.
10. INSURANCE.
- a. Commercial General Liability Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Licensee or its contractor(s), as applicable, and naming

the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the exercise of Licensee's rights or obligations under this Agreement with at least One Million Dollars (\$1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.

- b. Products and Completed Operations Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of products and completed operations insurance insuring Licensee or its contractor(s), as applicable, and naming the City as an additional insured, against any liability for bodily injury or property damage caused by or arising out of the exercise of Licensee's rights or obligations under this Agreement, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.
- c. Comprehensive Automobile Liability Insurance. Licensee or its contractor(s), as applicable, shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Licensee or its contractor(s), as applicable, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Licensee or its contractor(s), as applicable, that are used in connection with the exercise of Licensee's rights or obligations under this Agreement, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Licensee or its contractor(s), as applicable, hereunder.
- d. Terms of Insurance.
  - i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Licensee deems reasonable for the Services, but in no event greater than Ten Thousand Dollars (\$10,000.00), and Licensee shall be responsible for the payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing. Licensee or its contractor(s), as applicable, shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Licensee or its contractor(s) changes to "occurrence," Licensee or its contractor(s), as applicable, shall carry a twelve (12) month tail. Licensee and its contractor(s) shall not do or permit to be done anything that shall invalidate the policies.
  - ii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Licensee or its contractor(s), as applicable, and the City. All insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Licensee or its contractor(s), as applicable, or its officers, employees, agents, contractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

- f. Evidence of Coverage. Before exercising any rights under this Agreement, Licensee or its contractor(s), as applicable, shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Licensee understands and agrees that the City shall not be obligated, and Licensee shall have no rights, under this Agreement until Licensee or its contractor(s), as applicable, furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Licensee or its contractor(s), as applicable, shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.
11. SALES AND USE TAX. Unless specifically exempt, all construction within the City is taxable, including construction performed on behalf of an exempt institution or governmental, religious, charitable, private or any other type of owner, including a governmental or quasi-governmental entity. Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division.
12. NOTICE. Any given notices hereunder shall be in writing and shall be deemed to have been given if delivered by hand, sent by fax or email, or sent by prepaid certified United States mail, return receipt requested, to the following addresses, provided, however, that any party shall have the right to change its address for notice hereunder by the giving of written notice to the other party in the manner set forth in this Section.

If to the City:

**Director**  
Assistant City Manager - Development  
City of Brighton  
500 S. 4<sup>th</sup> Avenue  
Brighton, CO 80601  
mfalconburg@brightonco.gov

If to Licensee:

**Manager**  
Key Signs Plazas, LLC  
6551 S. Revere Parkway, Suite 265  
Centennial, CO 80111  
signplazas@cimarronla.com

13. GENERAL PROVISIONS.
- a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Licensee and the City shall be as independent contractors, and neither the City nor Licensee shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.
- b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Licensee shall be deemed to be only an incidental beneficiary under this Agreement.

- c. No Assignment. Licensee shall not assign this Agreement without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.
- d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.
- e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in Adams County, Colorado, and venue for federal actions shall be in United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.
- f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- h. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
- j. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- k. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- l. Acknowledgement of Open Records Act – Public Document. Licensee hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

**[The remainder of this page intentionally left blank. Signature page(s) follow(s).]**





### Phase 1 Sign Plaza Sites

[illegible]

## EXHIBIT B

# City of Brighton

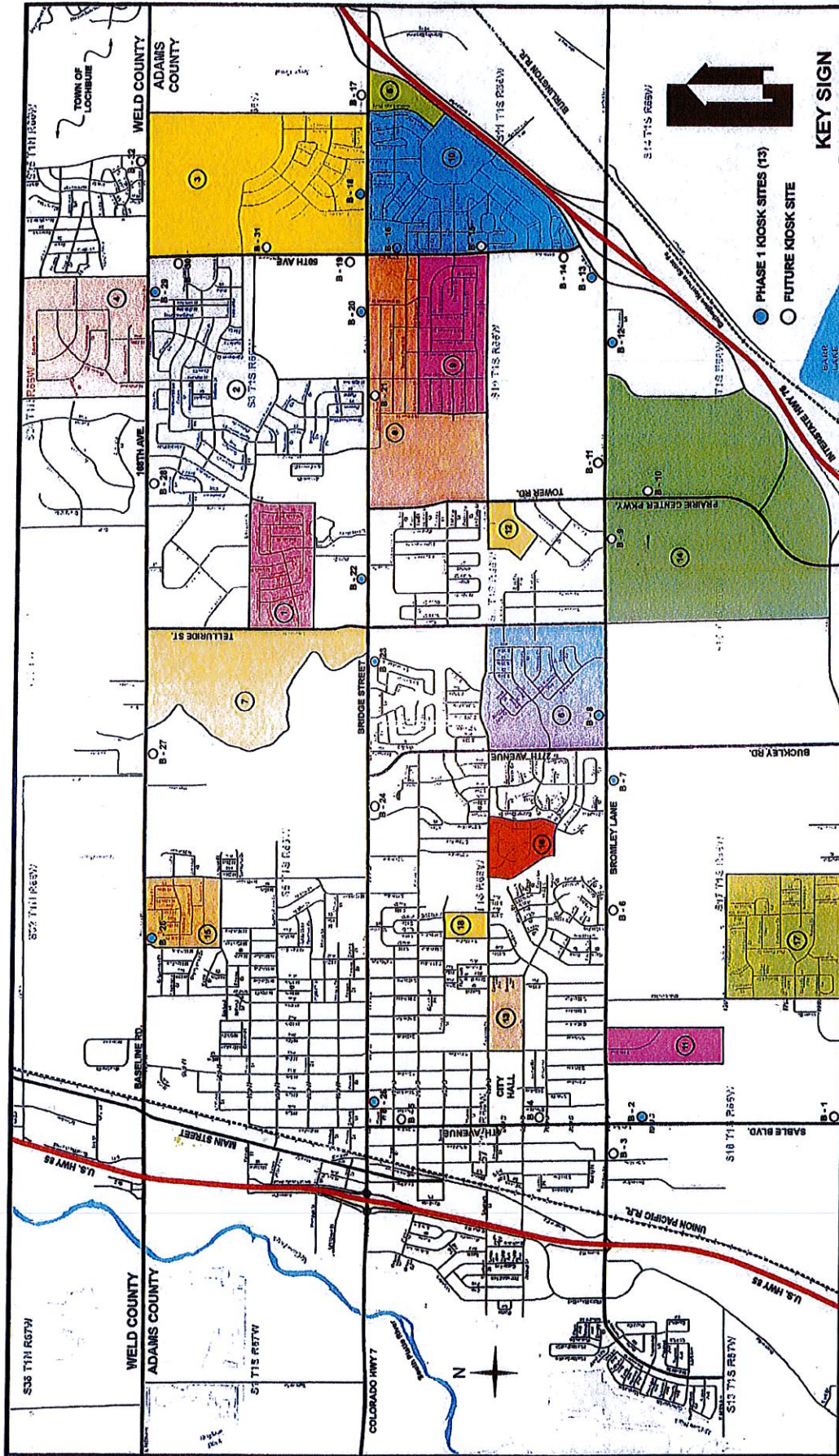
Offsite Directional Signage Program



12' tall structure x 4.5' wide  
26" x 52" logo panel  
18" x 48" builder panels



# EXHIBIT C



6551 S. Revere Plwy. Suite 285  
Englewood, CO. 80111  
signplazas@cinarronLA.com



# EXISTING AND PROPOSED SIGNAGE



## City of Brighton Way-Finding Signage Program



12' tall structure x 5' wide  
26" x 52" logo panel  
26" x 48" directional panels (3)  
Includes Sponsor Panel

## City of Brighton Offsite Directional Signage Program



12' tall structure x 4.5' wide  
26" x 52" logo panel  
18" x 48" builder panels

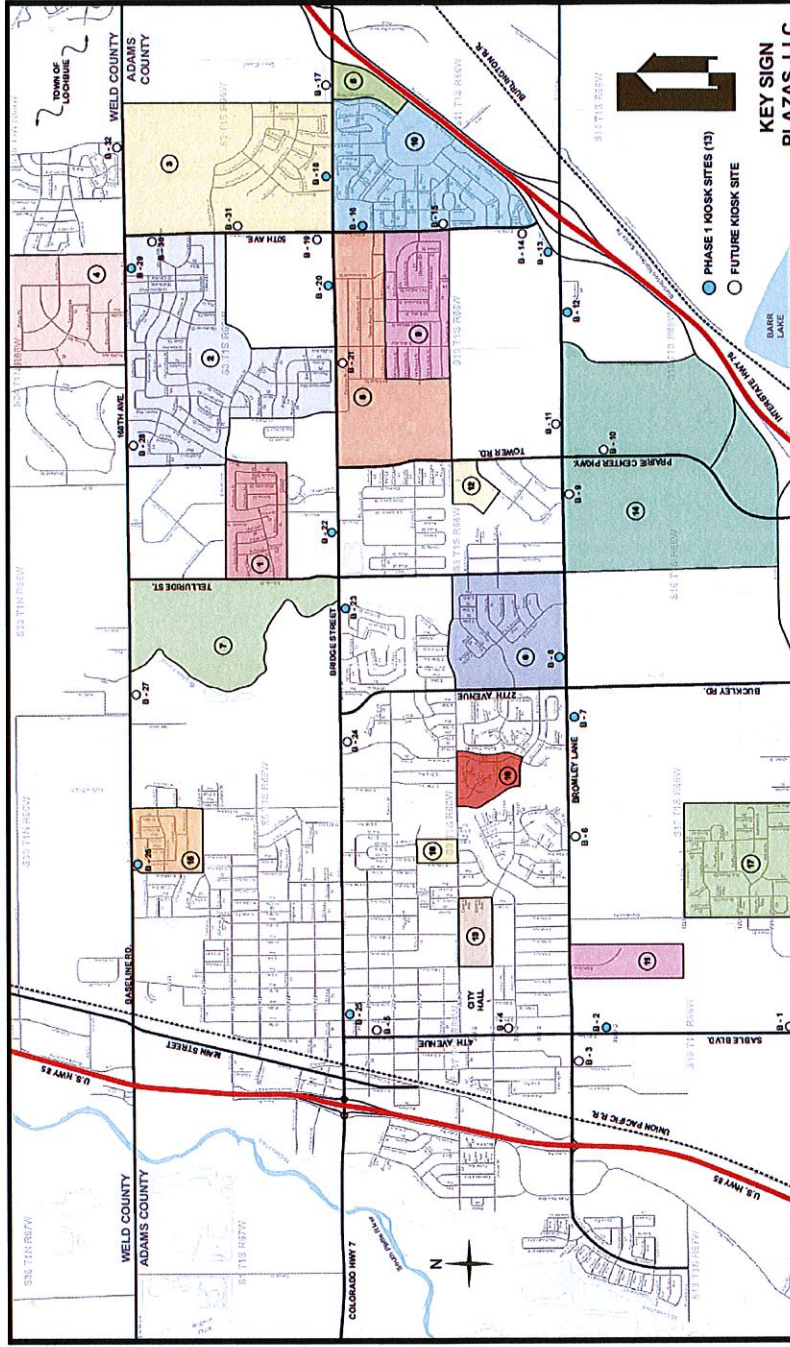
Integrity + Vision + Stewardship = Progressive Community





Brighton<sup>SM</sup>

# PHASE 1 MAP



**CITY OF BRIGHTON**  
OFF-SITE DIRECTIONAL SIGNAGE  
UPDATED: March 5, 2014

#### COMMUNITY LEGEND

- 1. THE PRESERVE
- 2. BRIGHTON EAST FARMS
- 3. BRIGHTON CROSSING
- 4. THE HARBORVIEW
- 5. SUNFLOWER MEADOWS (MP)
- 6. BUCKLEY PARK
- 7. MOUNTAIN VIEW
- 8. THE TOWERVIEW
- 9. THE VILLAGE
- 10. BUCKLEY PARK
- 11. BUCKLEY PARK
- 12. BUCKLEY PARK
- 13. LIBRETTO (MP)
- 14. PRAIRIE CENTER
- 15. CHERRY MEADOWS
- 16. CHERRY MEADOWS
- 17. INDOO TAILS
- 18. PARK VIEW

6551 S. Revere Play, Suite 205  
Englewood, CO 80111

sigplazas@dimarionLA.com

**KEY SIGN**  
**PLAZAS, LLC**

PHASE 1 KIOSK SITES (13)

FUTURE KIOSK SITE